PHILIP MORRIS

U.S.A.

120 PARK AVENUE, NEW YORK, N.Y. 10017-5592 TELEPHONE (212) 880-5000

July 8, 1993

Mr. Ron Weber
President
Ron Weber and Associates, Inc.
200 Boston Post Road, Suite J
Orange, Connecticut, 06477

Dear Mr. Weber:

This letter constitutes the agreement between Ron Weber and Associates, Inc., with executive offices located at 200 Boston Post Road, Suite J, Orange, Connecticut, 06477 ("Weber") and Philip Morris Incorporated, a Virginia corporation with executive offices located at 120 Park Avenue, New York, New York 10017 ("Philip Morris"), pursuant to which Weber will, at Philip Morris' request, perform services in connection with Philip Morris' efforts to obtain the names and certified signatures of smokers twenty-one years of age and older.

1. Services

Weber will:

Unavailable QUE and QUE Telemarketing Program

(a) conduct telemarketing telephone calls ("Calls") for the number of hours requested by Philip Morris in connection with the program according to the schedule set forth in Exhibit A ("Program"). Throughout the Program, Weber will attempt to contact and survey smokers twenty-one years of age and ~~older~~ ("Smokers"). ~~Philip Morris~~ will supply ~~Weber~~ with ~~sufficient~~ names with telephone numbers to enable Weber to ~~deliver~~ no less than ~~511,000~~ Smokers ~~up to a goal of 1,022,000 according to the Schedule in Exhibit B;~~

update and enhance

1,000,000

(b) collect and store data for each Call, on magnetic tape, in a form satisfactory to Philip Morris ("Tape") and deliver Tapes to locations designated by Philip Morris on a bi-weekly basis and when otherwise requested by Philip Morris; and, ensure that all smoker data captured from the telemarketing survey is retrievable upon request by Philip Morris or third parties designated by Philip Morris for a period of six months after the date of the call;

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(c) for each day that Weber conducts Calls throughout the term of the Agreement, Weber will compile statistics relating to the Calls and deliver the compilation, in a form satisfactory to Philip Morris and third parties designated by Philip Morris, to the locations designated by Philip Morris, within seventy-two hours, unless otherwise approved by Philip Morris or third parties designated by Philip Morris.

(d) train and provide reference materials and telephone scripts, which must be approved in advance by Philip Morris or third parties designated by Philip Morris, to Weber representatives satisfactory to Philip Morris who will perform Calls ("Callers"). Weber will hire, assume complete responsibility for and pay Callers. Callers will receive no less than two hours of training. At no time during the term of the Agreement will the Caller to supervisor ratio exceed 15 to 1. No Calls will be made after 9:00 p.m. or before 9:00 a.m., Smoker's local time.

(e) deliver to Philip Morris, or to a third party designated by Philip Morris, the names, addresses and complete survey data of Smokers, no more than 14 days after the completion of the call.

(f) coordinate and cooperate with Kowal & Associates, Inc. and other third parties designated by Philip Morris, in performing services requested by Philip Morris; and

(g) generally perform all services in accordance with the highest standards of Weber's profession and to the satisfaction of Philip Morris.

2. Fees and Expenses

(a) In consideration for the services performed, Philip Morris will pay Weber for each documentable hour that Weber performs services satisfactory to Philip Morris, the fee ~~payable as follows: hours prior to June 1, 1993 will be charged at $26.50 per hour. After June 1, 1993, hours~~ will be charged in accordance with the rate schedule attached as Exhibit A. Average hours are defined as the total number of hours ~~divided by the~~ number of months calling is active beginning ~~June~~ July 1, 1993. Philip Morris will pay Weber within thirty days of Philip Morris' receipt of an itemized invoice for the services rendered. Total payments to Weber will not exceed $1,894,000 without Philip Morris' prior written approval.

$1,430,000

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(b) Philip Morris will reimburse Weber, at cost, for reasonable, competitively priced expenses incurred in providing services up to a maximum of $75,000. Expenses included within a budget approved in writing by Philip Morris are presumptively reasonable and competitively priced. Total expenses are not to exceed the total of estimated expenses included in the budget approved by Philip Morris without Philip Morris' advance written approval. Weber may not apply funds allocated to one budget category to expenses incurred in another category without the prior approval of Philip Morris. Requests for reimbursement must be itemized. Expense items in excess of $25 must be submitted with receipts. Expense items in excess of $250 which are not included in a budget approved by Philip Morris must be approved in advance by Philip Morris.

Prior to the commencement of any additional project or service, Weber will submit to Philip Morris, for its approval, a written statement of Weber's fee for the project and a detailed estimate of all expenses for the project. If and when Philip Morris requests additional services or modifies a project, Weber's fee statement and expense estimate will be amended to reflect Philip Morris' request and re-submitted to Philip Morris for approval.

3. Records.

Weber, its employees and agents will maintain detailed and accurate books and records of account with respect to services rendered for Philip Morris. Records of disbursements must indicate the check number, dollar amount, identity of the payee and reason for the expenditure. Weber will provide periodic reports as and when requested upon reasonable advance notice by Philip Morris. At the request of Philip Morris, Philip Morris or its designated agent may inspect, review and copy Weber's books and records at reasonable times during normal business hours upon reasonable, advance notice to Weber and at the expense of Philip Morris.

4. Term and Termination.

The term of the Agreement commenced as of the January 1, 1993 and will continue through the later of December 31, 1993 or Weber's complete performance to the reasonable satisfaction of Philip Morris. Either party may terminate the Agreement, with or without cause, on ninety days advance written notice to the other party. If Philip Morris terminates the Agreement, Philip Morris will have no liability to Weber after the notice of termination, with the exception of amounts due for services satisfactorily rendered prior to termination and disbursements or binding commitments to make disbursements properly incurred prior to

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termination. Weber will provide Philip Morris with a final accounting of outstanding obligations incurred prior to the notice of termination within thirty days of Weber's receipt of notice of termination.

5. Ownership of Materials.

All material prepared or developed by Weber pursuant to the Agreement will become the property of Philip Morris and Weber hereby assigns to Philip Morris any and all rights to copyright the material. Weber will not engage or permit the creation of any copyrightable material for Philip Morris by any person who is not a regular full time employee whose work is performed on Weber's business premises unless that person agrees to execute an assignment of any and all rights to copyright the material in a form acceptable to Philip Morris. Upon the acceptance by Philip Morris of any copyrightable material prepared by Weber, Weber will, at the request of Philip Morris, assign all of its right title and interest in the material to Philip Morris and will execute an assignment in a form acceptable to Philip Morris.

6. Confidentiality.

Weber, its employees and agents will hold strictly confidential the terms of the Agreement and all information and materials provided by Philip Morris to Weber or created by Weber in performing the Agreement. The information and material will remain the property of Philip Morris. Weber will not use or disclose the information unless authorized to do so in writing by Philip Morris. Upon termination or expiration of the Agreement, or within thirty days thereafter, Weber will return all materials provided by Philip Morris to Philip Morris. Weber's obligation to maintain the confidentiality of all information and materials obtained from Philip Morris in connection with Weber's performance under the Agreement will survive the termination of the Agreement.

If at any time Weber is contacted by a third party, including the media, other than as required by the terms of the Agreement, concerning Weber's activities on behalf of Philip Morris, Weber will make no comment, immediately notify Philip Morris of the third party contact, and refer the third party to Philip Morris, Vice President, Corporate Affairs.

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7. Exclusivity, Right of First Refusal.

During the term of the Agreement, and for a period of six months thereafter, Weber will not, without the prior written consent of Philip Morris engage in comparable activities for any company or entity whose business competes with any tobacco product of Philip Morris or the interests of which are adverse to those of Philip Morris.

8. Indemnity.

Weber indemnifies and holds harmless Philip Morris, its affiliates and their officers, employees, directors and agents from all claims, liabilities, costs and expenses, including reasonable attorneys' fees, that arise from, or may be attributable to errors, omissions or fault of Weber. Weber's obligation to indemnify and hold harmless will survive the termination of the Agreement.

9. Insurance.

Within ten days of the execution of the Agreement, Weber will deliver to Philip Morris certificates of insurance evidencing coverage for: (i) comprehensive general liability, including, participants' and contractual liability, with limits of no less than $1,000,000 combined single limit for bodily injury, including personal injury and property damage; (ii) statutory worker's compensation coverage meeting all state and local requirements; and (iii) employer's liability, with limits of no less than $500,000. The insurance certificates must name Philip Morris and its affiliates, agents, representatives, employees and assigns as additional insureds and must provide that Philip Morris will be provided at least thirty days' prior written notice of any cancellation or modification of such insurance. The insurance must be primary coverage without right of contribution from any other insurance of Philip Morris. Insurance maintained by Philip Morris is for the exclusive benefit of Philip Morris and will not inure to the benefit of Weber.

Weber will procure comparable certificates of insurance from all subcontractors of Weber and the insurance certificates must name Philip Morris and its affiliates, agents, representatives, employees and assigns as additional insureds.

10. Independent Contractor.

Weber is and will at all times remain an independent contractor. Nothing contained in the Agreement shall be construed to create an association, partnership, joint venture or

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relation of principal and agent or employer and employee between Philip Morris and Weber or any of its employees or affiliates. Philip Morris will have no liability for any obligation incurred by Weber, except as specifically provided in this Agreement.

11. Miscellaneous.

(a) Weber will comply with all applicable laws and regulations relating to its activities hereunder, and will acquire and secure any permits and licenses and pay any fees necessary for the performance of its duties hereunder.

(b) Weber acknowledges that it is cognizant of the provisions of Title 15, Sections 1331 et seq. of the United States Code.

(c) This Agreement is the complete agreement between the parties, and supersedes any prior oral or written communication between the parties on the subject matter of this Agreement.

(d) The Agreement may not be amended except by a duly executed writing signed by Philip Morris. A waiver by either party of any of the terms and conditions of this Agreement, in one or more instances, shall not be deemed a general waiver or a waiver of any other term.

(e) The Agreement may not be assigned by either party without the prior written consent of the other, but the Agreement is binding upon any successors in interest.

(f) The Agreement, and all matters collateral to it, shall be governed by the laws of the State of New York applicable to agreements made and to be performed entirely in the State of New York.

(g) Any notices required or permitted to be given under the terms of the Agreement shall be in writing, and shall be deemed to be given when hand-delivered or sent by United States certified mail, return receipt requested, to the address of the receiving party as stated at the beginning of the Agreement, and if to Weber to the attention of: Mr. Ron Weber, and if to Philip Morris, to the attention of ~~Linda Schuetz~~ JIM VANDER PUTTEN.

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If the foregoing accurately sets forth our Agreement, please signify your acceptance and agreement by signing the enclosed copy of this letter and returning it to the undersigned.

Very truly yours,

PHILIP MORRIS INCORPORATED

By: _____

Title: _____

ACCEPTED AND AGREED AS OF THE DATE OF THIS LETTER:

RON WEBER AND ASSOCIATES, INC.

By: [illegible]

Title: PRESIDENT

Taxpayer ID# 22-2710593

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EXHIBIT A

Projected Telemarketing Hours - Telemarketing Program

January	- 0
February	- 0
March	- 0
April	- 0
May	- ~~2,000~~ 0
June	- ~~15,000~~ 0
July	- ~~14,000~~ 5,000
August	- ~~14,000~~ 11,500
September	- ~~14,000~~ 11,500
October	- ~~2,000~~ 11,500
November	- ~~0~~ 11,500
December	- ~~0~~ 5,000
TOTAL	~~73,000~~ 56,000

Rate Schedule

1 - 2,999 average hours/month	$28.50/hour
3,000 - 4,999 average hours/month	$27.50/hour
5,000 - 7,999 average hours/month	$26.75/hour
8,000 - 11,999 average hours/month	$26.00/hour
12,000 - 16,999 average hours/month	$25.50/hour
17,000+ average hours/month	$25.00/hour
Training Hours	$10.00/hour
Training Hours in excess of 4% of total calling hours monthly	No charge

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If the foregoing accurately sets forth our Agreement, please signify your acceptance and agreement by signing the enclosed copy of this letter and returning it to the undersigned.

Very truly yours,

PHILIP MORRIS INCORPORATED

By: _____

Title: _____

ACCEPTED AND AGREED AS OF
THE DATE OF THIS LETTER:

RON WEBER AND ASSOCIATES, INC.

By: _____, President

Title: PRESIDENT

Taxpayer ID# 22-2310593

Filing Status Corp.

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